

The owner of the company testified about how the DOD/Air Force treated her business on two particular Simplified Acquisition of Base Engineering Requirements (SABEER) Contracts. On one contract, Air Force ordered the company to perform a communications work. The line item price proposal that was referenced in the Delivery Order was not a sufficient price to cover installation of certain communications work. Air Force issued a Cure Notice which is a threat by the Government to terminate the contract. While developing a response to the Cure Notice, the company received a Modification 7 that showed that the Air Force never intended to terminate the company's Delivery Order for default. By Modification 7, Air Force ordered the company to do additional work and set a limitation on the price for that work which the company believed it was improper and unfair. Three days before the ending date for the Delivery Order, Air Force issued a Suspension of Work Order on the job.

On the second contract, unforeseen problems caused a delay which did not cause any actual damage to the Air Force. Government assessed liquidated damages and withheld the company's invoices. (Testimony- San Antonio, TX – May 16, 2006)

The company stated that it had completed two construction projects for the Corps of Engineers (COE). On both projects the company experienced unfair actions that cost the company thousands of dollars and almost forced the company in to bankruptcy. The company was assessed unfair penalties. The COE at times was non-compliant with the contract requirements and was non-responsive. The company has a contract still open pending the claim process. The company has cost overruns of over \$285,000. This has an adverse impact on the growth of the business and has affected other ongoing federal projects. (Testimony- San Antonio, TX – May 16, 2006)